

# Board of Contract Appeals

General Services Administration  
Washington, D.C. 20405

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June 19, 2001

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GSBCA 15464-TRAV

In the Matter of THOMAS A. BOOR

Thomas A. Boor, Williamsburg, VA, Claimant.

Ray York, Chief, Travel Systems Division, Defense Finance And Accounting Service, Indianapolis, IN, appearing for Department of Defense.

NEILL, Board Judge.

Claimant, Mr. Thomas A. Boor, asks that we review a determination by his agency that he should not be reimbursed the additional expense he incurred by purchasing an airline ticket directly from the airline rather than through the contract commercial travel office (CTO). We affirm the agency's determination.

## Background

On Thursday, August 17, 2000, Mr. Boor, whose permanent duty station is Fort Eustis, Virginia, was issued travel orders for a temporary duty (TDY) assignment at Fort Leavenworth, Kansas. On the following day, Friday, August 18, airline tickets for his TDY assignment were secured from the local CTO. Prior to departure, which was scheduled for the following Monday, August 21, claimant discovered that the folder containing his airline tickets and his Government contractor-issued travel card had been misplaced.

Unable to find the folder, Mr. Boor canceled his reservations and reported the misplaced tickets to the CTO. The office, however, refused to issue replacement tickets at the Government rate without a Government travel card. Mr. Boor explained that his travel card was with the lost tickets and asked if he could use his own personal credit card. This, however, was also deemed unacceptable by the travel office. Instead, it was suggested that Mr. Boor secure a commercial rate ticket from an airline ticket agent.

Before embarking on this course, Mr. Boor sought the approval of his immediate supervisor. He explained what had occurred and asked if he should continue with the planned TDY and purchase a commercial rate ticket directly from the airline. His supervisor agreed with the plan. Mr. Boor then departed for the airport and, on that same date, Monday, August 21, purchased a more expensive full-fare ticket directly from the airline and left for his TDY assignment in Kansas.

Mr. Boor's misplaced tickets were eventually found and redeemed. The agency, however, has since refused to reimburse Mr. Boor for the difference between the commercial rate he actually paid for his ticket and the Government rate in effect at the time. He calculates the difference to be \$975.50.

### Discussion

Mr. Boor's disagreement with his agency regarding his claim centers on the interpretation of a provision in the Federal Travel Regulation (FTR). The provision is in question and answer format and reads as follows:

How is my transportation reimbursement affected if I make an unauthorized cash purchase of common carrier transportation?

If you are a new employee or an invitational or infrequent traveler who is unaware of proper procedures for purchasing common carrier transportation, your agency may allow reimbursement for the full cost of the transportation. In all other instances, your reimbursement will be limited to the cost of such transportation using the authorized method of payment.

41 CFR 301-51.102 (2000) (FTR 301-51.102).

Claimant contends that the agency, in denying his claim, has placed undue emphasis upon the second sentence of the answer quoted above and failed to give proper weight to the first sentence. He states that the exception set out in the first sentence for infrequent travelers who are unaware of proper procedures for purchasing common carrier transportation applies to him. He points out that, at the time of his TDY, as is now obvious, neither he nor his supervisor was aware of all that is required by these proper procedures.

The agency contends that Mr. Boor most certainly does not fall into the category of "infrequent traveler." It reports that, as a matter of record, claimant traveled thirteen times in 2000 and eighteen times in 1999. Mr. Boor argues in reply that the thrust of the first sentence in the regulation is that an exception can be made for employees who are unaware of the proper procedures and that new employees and invitational or infrequent travelers are simply examples of those who would presumably be unaware of these procedures.

We disagree with Mr. Boor's interpretation of the first sentence of the regulation. As it currently reads, the exception applies only to the specific categories of employees mentioned and to none others. This is confirmed by the second sentence, which provides that in "all other" instances, payment is limited to the costs using the authorized method of payment. It is, of course, true that Board precedent addresses the issue of whether a claimant qualifies as an infrequent traveler on a case-by-case basis. Laurel K. Wheeler, GSBCA 15090-TRAV, 01-1 BCA ¶ 31,216; Susan K. Howard, GSBCA 15105-TRAV, 00-1 BCA ¶ 30,878. In this particular case, however, Mr. Boor has simply not convinced us that the unfortunate circumstances in his case are so unique that they justify a conclusion on our part that, notwithstanding his extensive travel experience, he can still be deemed to be an infrequent traveler.

Having concluded that the exceptions in FTR 301-51.102 do not apply to the claimant, we have no choice but to find that the agency acted in accordance with applicable regulation and was correct in limiting Mr. Boor's reimbursement to what the cost of his ticket would have been had he purchased it from the CTO and, consequently, paid the lower Government rate. See Vivian E. Nichols, GSBCA 15493-TRAV, 01-1 BCA ¶ 31,366; Doris N. Lee, GSBCA 15451-TRAV, 01-1 BCA ¶ 31,279; Harold L. Reid, GSBCA 15249-TRAV, 00-2 BCA ¶ 31,134; Manuel F. Casiano, GSBCA 15304-TRAV, 00-2 BCA ¶ 31,004. The claim is, therefore, denied.

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EDWIN B. NEILL  
Board Judge